

IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS  
CIVIL DIVISION

SHAWN RANDALL CRAWFORD  
4172 GRANT STREET  
HILLIARD, OHIO 43026

Plaintiff,

vs.

PHILLIP DANIEL BLACK  
1295 KELPWOOD STREET  
BOULDER CITY, NV 89005

and

INDIAN RIVER TRANSPORT CO.  
2580 EXECUTIVE ROAD  
WINTER HAVEN, FL 33884-1163

and

OHIO DEPARTMENT OF  
MEDICAID  
c/o ATTORNEY GENERAL  
MIKE DEWINE  
150 EAST GAY STREET, 21<sup>st</sup> FLOOR  
COLUMBUS, OHIO 43215

and

JOHN DOE #1-4  
ADDRESS UNKNOWN

and

JOHN DOE CORPORATION  
#1-4  
ADDRESS UNKNOWN

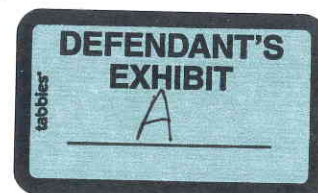
Defendants.

Case No.

Judge

COMPLAINT WITH JURY  
ENDORSED HEREON

COMPLAINT WITH JURY DEMAND



FIRST CLAIM

1. Plaintiff Shawn Randall Crawford (hereafter also referred to as Plaintiff) states that on or about October 3, 2016, he was operating a motor vehicle traveling on Cemetery Road in Franklin County, Ohio.

2. At said time and place, Defendant Phillip Daniel Black was operating a motor vehicle on or near Cemetery Road in Franklin County, Ohio.

3. Defendant Indian River Transport Co. is a corporation licensed to do business in the State of Ohio.

4. Defendants John Doe #1-4, are individuals residing in the State of Ohio.

5. The true names and capacities of Defendants John Doe #1-4 are unknown to Plaintiff at this time and Plaintiff has therefore sued these unknown Defendants under said fictitious names. When the true names of said John Doe Defendants have been ascertained, Plaintiff will seek leave to amend this Complaint accordingly.

6. Plaintiff is informed and believes that the John Doe Defendants are legally responsible, negligent, or in some other actionable manner, liable for the events and occurrences hereinafter described, that said John Doe Defendants proximately caused injuries and damages to Plaintiff as set forth herein.

7. Plaintiff states that Defendants John Doe Corporation #1-4, are individuals, partnerships or corporations organized and existing under the laws of the State of Ohio, or some other jurisdiction, and that said Defendants are conducting or have regularly conducted business in the State of Ohio.

8. The true names and capacities of Defendants John Doe Corporation #1-4 are unknown to Plaintiff at this time and Plaintiff has therefore sued these unknown

Defendants under said fictitious names. When the true names of said John Doe Defendants have been ascertained, Plaintiff will seek leave to amend this Complaint accordingly.

9. Plaintiff is informed and believes that the John Doe Corporation Defendants are contractually responsible through a policy of insurance, legally responsible, negligent, or in some other actionable manner, liable for the events and occurrences hereinafter described, that said John Doe Defendants proximately caused injuries and/or are responsible for damages suffered by Plaintiff as set forth herein.

10. At said time and place, Defendant Phillip Daniel Black negligently operated his motor vehicle by failing to yield the right of way while turning left, among other acts of negligence, which caused a collision between his vehicle and the vehicle being operated by Plaintiff.

11. As a direct and proximate result of Defendant Phillip Daniel Black's negligence, Plaintiff has suffered severe injuries to his body, any or all of which are permanent in nature.

12. As a further direct and proximate result of Defendant Phillip Daniel Black's negligence, Plaintiff has incurred medical expenses in excess of Eighty-Seven Thousand Dollars (\$87,000.00) and expects to incur further reasonable and necessary medical expenses proximately caused by the negligence of Defendant Phillip Daniel Black in the future.

13. As a further direct and proximate result of Defendant Phillip Daniel Black's negligence, Plaintiff has suffered intense pain and suffering, an impairment of his ability to enjoy life, an impairment of his ability to engage in daily activities, an impairment of his



earning capacity, lost wages, property damage, and other like general damages any or all of which may be permanent in nature.

SECOND CLAIM

14. For the Second Claim, Plaintiff incorporates paragraphs one (1) through thirteen (13) as if fully rewritten herein.

15. At all times relevant herein, Defendant Phillip Daniel Black was duly employed by and/or acting on behalf of his employer(s) Defendant Indian River Transport Co. and/or Defendants John Doe #1-4 and/or Defendants John Doe Corporations #1-4.

16. The negligent acts of Defendant Phillip Daniel Black occurred within the scope and course of his employment and/or agency with Defendant Indian River Transport Co. and/or Defendants John Doe #1-4 and/or Defendants John Doe Corporations #1-4 which are and remain liable for all damages resulting from the negligent conduct of its employee, Defendant Phillip Daniel Black.

THIRD CLAIM

17. For the Third Claim, Plaintiff Shawn Randall Crawford incorporates paragraphs one (1) through sixteen (16) as if fully rewritten herein.

18. At all relevant times herein, Plaintiff Shawn Randall Crawford is insured for purposes of medical payments and uninsured/underinsured motorist ("UM/UIM") coverages afforded under one or more motor vehicle insurance policies issued by Defendants John Doe Corporations #1-4.

19. Said policies are not attached hereto by reason of their bulk, but copies of said policies are in the possession of Defendants John Doe Corporations #1-4.

20. Plaintiff Shawn Randall Crawford is entitled to medical payments and/or UM/UIM coverages under Defendants John Doe Corporations #1-4 policies' insuring agreements, has satisfied all conditions to coverage, and are not precluded from coverage by reason of the policies' exclusions.

21. Plaintiff Shawn Randall Crawford is entitled to a declaration that he is entitled to medical payments and/or UM/UIM coverages under the policies up to limits for each coverage.

22. Additionally, upon information and belief, Defendants John Doe Corporations #1-4, claim a contractual right of reimbursement/subrogation by reason of its payment, or future payment, of medical payments and/or UM/UIM coverages by reason of this action, and thus, is joined as an involuntary plaintiff to this action to protect their alleged subrogation interests.

23. Defendants John Doe Corporations #1-4, presently unidentified, will in no way be prejudiced in the maintenance of their defense on the merits within the meaning of Rule 15(D) of the Ohio Rules of Civil Procedure because of their constructive or actual notice of the institution of this case. Except for the inability of the Plaintiff Shawn Randall Crawford to discover the name of these Defendants John Doe Corporations #1-4, this action would be brought against them in their proper, true, and exact name and capacity, and said information will be provided by Plaintiff Shawn Randall Crawford when such information becomes fully known to him.

#### FOURTH CLAIM

24. For the Fourth Claim, Plaintiff incorporates paragraphs one (1) through twenty-three (23) as if fully rewritten herein.

25. Defendant Ohio Department of Medicaid paid medical bills of Plaintiff it claims are related to collision and seeks subrogation for amounts paid, thereby making Defendant Ohio Department of Medicaid a necessary party.

WHEREFORE, Plaintiff Shawn Randall Crawford demands judgment against Defendant Phillip Daniel Black, Defendant Indian River Transport Co., Defendant Ohio Department of Medicaid, Defendants John Doe #1-4 and/or Defendants John Doe Corporations #1-4, jointly and severally, in a just and equitable sum, as follows:

- a. compensatory damages for Plaintiff in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), but currently unspecified pursuant to Civil Rules 8(A) and 54(C), plus costs incurred in this action plus interest and attorney's fees;
- b. a declaration that Defendant Ohio Department of Medicaid and/or Defendants John Doe Corporations #1-4 are not entitled to reimbursement/subrogation unless and until Plaintiff is made whole and Plaintiff's litigation fees and expenses are deducted from any recovery; and,
- c. Any such other relief to which Plaintiff may show himself entitled.

Respectfully submitted,

**MANCINI SMITH LAW**

*/s/ Andrew P. Schabo*

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JURY DEMAND

Now comes Plaintiff, by and through his attorneys, and demands a jury of eight (8)  
to hear the within cause.

Respectfully submitted,

**MANCINI SMITH LAW**

*/s/ Andrew P. Schabo*

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